

TERMS & CONDITIONS

JohnDavisJade.com

Effective Date: 7/15/2026

Welcome to **JohnDavisJade.com** (the “Website”). This Website is owned and operated by **Tishri Records Inc.**, an Arizona corporation (“Company,” “we,” “us,” or “our”), on behalf of recording artist **John Davis Jade**.

By accessing or using this Website, purchasing products, streaming music, downloading digital content, or interacting with any services provided through this Website, you agree to be bound by these Terms & Conditions (“Terms”). If you do not agree with these Terms, please do not use this Website.

These Terms govern your access to and use of:

- Music streaming services
- Digital music downloads
- CD purchases
- Vinyl record purchases
- Merchandise purchases, including apparel and other products
- Any other products, services, content, or features made available through JohnDavisJade.com

1. ACCEPTANCE OF TERMS

By accessing this Website, you acknowledge that you have read, understood, and agree to these Terms.

The Company reserves the right to modify, update, or replace these Terms at any time. Changes become effective immediately upon posting to the Website. Your continued use of the Website after changes are posted constitutes acceptance of the revised Terms.

You are responsible for reviewing these Terms periodically.

2. ABOUT JOHN DAVIS JADE AND TISHRI RECORDS INC.

John Davis Jade is a recording artist whose music, recordings, performances, artwork, and related creative works are owned, controlled, or exclusively managed by **Tishri Records Inc.**

Unless otherwise stated, all content made available through this Website, including music recordings, compositions, lyrics, artwork, photographs, videos, graphics, logos, trademarks, merchandise designs, and digital media, is protected by applicable copyright, trademark, and intellectual property laws.

3. ELIGIBILITY TO USE THE WEBSITE

There is no requirement to create an account to access or purchase products through this Website.

By using this Website, you represent that:

- You have the legal capacity to enter into these Terms;
- Any information you provide is accurate and complete;
- You will use the Website only for lawful purposes;
- You will not use the Website in violation of applicable laws or regulations.

There are no age restrictions for general Website access. However, purchases must be made by individuals who are legally authorized to enter into purchase agreements under applicable law.

4. MUSIC STREAMING SERVICES

The Website may allow visitors to stream music recordings provided by John Davis Jade.

Streaming access is provided for personal, non-commercial listening purposes only.

You may:

- Listen to available music streams;
- Share links to publicly available Website pages;
- Enjoy music for personal use.

You may not:

- Copy, capture, record, reproduce, distribute, or redistribute streamed music;
- Extract audio files from the Website;
- Use streaming content for commercial purposes;
- Upload, share, or distribute Website music through unauthorized platforms;
- Use Website music to train artificial intelligence systems, machine learning models, or similar technologies without written permission;
- Modify, remix, sample, or create derivative works from Website content without authorization.

Streaming access does not transfer ownership of any recording, composition, copyright, or intellectual property rights.

5. DIGITAL MUSIC DOWNLOADS

The Website may offer digital music downloads, including MP3 files and other digital formats.

When you purchase a digital download, you receive a limited, personal, non-exclusive, non-transferable license to access and enjoy the purchased content for personal use.

A digital purchase does **not** transfer ownership of:

- The copyright;
- The sound recording;
- The musical composition;
- The artwork;
- Any intellectual property rights.

You may not:

- Resell downloaded music;
- Share purchased files with others;
- Upload purchased files to unauthorized websites;
- Distribute files through file-sharing services;

- Use purchased music commercially;
- License, sublicense, or exploit the content.

All copyright and ownership rights remain with the Company and applicable rights holders.

6. PRODUCT SALES

The Website may offer physical products including:

- Compact discs (CDs);
- Vinyl records;
- Apparel;
- Hoodies;
- T-shirts;
- Other merchandise.

All products are subject to availability.

The Company reserves the right to:

- Limit quantities;
- Refuse or cancel orders;
- Correct pricing errors;
- Discontinue products at any time.

Product descriptions, images, colors, and specifications are provided as accurately as possible. However, slight variations may occur due to manufacturing processes, printing methods, device settings, or supplier differences.

7. PRINT-ON-DEMAND MERCHANDISE

Certain merchandise products may be manufactured through third-party print-on-demand providers.

Because products may be created specifically after purchase:

- Orders cannot generally be canceled after production begins;

- Returns are not accepted except as described in the Return & Refund Policy;
- Minor variations in color, placement, or manufacturing may occur.

The Company is not responsible for normal manufacturing variations that do not materially affect product quality.

8. PRICING AND PAYMENTS

All prices displayed on the Website are listed in U.S. dollars unless otherwise stated.

Payments may be processed through third-party payment providers, including:

- Stripe;
- WooCommerce payment services;
- Apple Pay;
- Google Pay.

By submitting payment information, you authorize the Company and its payment processors to charge the applicable amount for your order.

The Company does not store complete payment card information. Payment information is processed according to the privacy policies and security practices of applicable payment providers.

You agree that:

- Payment information provided is accurate;
 - You are authorized to use the payment method submitted;
 - You are responsible for all charges associated with your order.
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9. ORDER ACCEPTANCE

Submitting an order does not guarantee acceptance.

The Company reserves the right to refuse or cancel any order for reasons including:

- Suspected fraud;
- Payment issues;

- Product availability;
- Pricing errors;
- Abuse of purchasing policies.

If an order is canceled after payment has been processed, any applicable refund will be issued according to the Company's Refund Policy.

10. SHIPPING

The Company currently ships products within the United States only.

Shipping times are estimates and may vary due to:

- Manufacturing times;
- Print-on-demand production;
- Carrier delays;
- Weather;
- Holidays;
- Circumstances outside the Company's control.

The Company is not responsible for delays caused by shipping carriers or events beyond its reasonable control.

Additional shipping terms are provided in the Shipping Policy.

11. RETURNS, REFUNDS, AND EXCHANGES

Due to the nature of the products offered through JohnDavisJade.com, including digital products and print-on-demand merchandise, all sales are considered final. The Company does not accept general returns or exchanges for:

- Digital music downloads;
- MP3 files;
- Digital albums;

- CDs after opening;
 - Vinyl records after opening;
 - Merchandise that has been worn, washed, altered, or used;
 - Products ordered in an incorrect size, color, or style by the customer.
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12. INTELLECTUAL PROPERTY RIGHTS

All content available through JohnDavisJade.com is owned by, controlled by, licensed to, or otherwise legally used by **Tishri Records Inc.**

This includes, but is not limited to:

- John Davis Jade recordings;
- Music compositions;
- Lyrics;
- Album artwork;
- Photographs;
- Videos;
- Logos;
- Branding;
- Trademarks;
- Merchandise designs;
- Website content;
- Graphics;
- Written materials.

All content is protected under United States and international intellectual property laws.

Except for the limited rights expressly granted in these Terms, no rights, title, or interest in any Website content are transferred to you.

You may not:

- Copy;

- Reproduce;
- Modify;
- Publish;
- Display publicly;
- Distribute;
- Sell;
- License;
- Create derivative works;
- Reverse engineer;
- Exploit commercially;

any Website content without prior written permission from the Company.

Unauthorized use may result in civil and/or criminal liability.

13. TRADEMARKS

The names:

- John Davis Jade;
- JohnDavisJade.com;
- Tishri Records;
- Related logos, branding, and marks;

may constitute trademarks, service marks, or trade dress owned by or associated with Tishri Records Inc.

You may not use any Company trademarks without prior written permission.

Nothing on this Website grants any implied license to use Company trademarks.

14. USER CONDUCT AND PROHIBITED ACTIVITIES

By using this Website, you agree not to:

- Violate any applicable law or regulation;
- Attempt unauthorized access to the Website;
- Interfere with Website operation or security;
- Introduce viruses, malware, or harmful code;
- Scrape, crawl, or collect Website content through automated methods without permission;
- Circumvent security features;
- Impersonate another person or entity;
- Use Website content for unauthorized commercial purposes;
- Engage in fraudulent transactions;
- Abuse payment systems;
- Attempt to obtain products or services through deceptive means.

The Company reserves the right to restrict or terminate access to individuals who violate these Terms.

15. THIRD-PARTY SERVICES

The Website may use third-party services to provide functionality, including but not limited to:

- Payment processing;
- Website hosting;
- Analytics;
- Email communication;
- Shipping fulfillment;
- Print-on-demand manufacturing.

Third-party services operate under their own terms, conditions, and privacy policies.

The Company does not control and is not responsible for:

- Third-party websites;

- Third-party services;
- Third-party privacy practices;
- Third-party security practices;
- Third-party availability.

Your use of third-party services may be subject to separate agreements.

16. LINKS TO OTHER WEBSITES

The Website may contain links to third-party websites or resources.

These links are provided for convenience only.

The Company:

- Does not endorse third-party websites unless expressly stated;
- Does not control third-party content;
- Is not responsible for third-party products, services, policies, or practices.

You access third-party websites at your own risk.

17. PRIVACY

Your privacy is important to us.

Information collected through JohnDavisJade.com is handled according to our:

Privacy Policy

which explains:

- Information collected;
- Cookies;
- Analytics;
- Email marketing;
- Payment processing;
- Data protection practices;

- Your privacy rights.

By using this Website, you acknowledge that you have reviewed our Privacy Policy.

18. EMAIL COMMUNICATIONS

If you voluntarily provide your email address, you may receive communications including:

- News updates;
- Music announcements;
- Product releases;
- Promotional messages;
- Artist updates.

You may unsubscribe from marketing emails at any time by following the unsubscribe instructions included in the email.

The Company complies with applicable email marketing laws, including requirements regarding commercial communications.

19. DISCLAIMERS

THE WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES, AND MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- ACCURACY;
- RELIABILITY;
- AVAILABILITY;
- ERROR-FREE OPERATION.

The Company does not guarantee that:

- The Website will always operate without interruption;
- Products will always be available;
- Website content will be error-free;
- Digital downloads will be compatible with every device.

20. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TISHRI RECORDS INC., JOHN DAVIS JADE, THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- SPECIAL DAMAGES;
- EXEMPLARY DAMAGES;
- LOSS OF PROFITS;
- LOSS OF DATA;
- LOSS OF BUSINESS OPPORTUNITY;

arising from or related to:

- Website use;
- Product purchases;
- Digital downloads;
- Streaming services;
- Merchandise;
- Third-party services;
- Website interruptions.

To the maximum extent permitted by law, the Company's total liability shall not exceed the amount paid by you for the specific product or service giving rise to the claim.

21. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Tishri Records Inc., John Davis Jade, and their affiliates, officers, directors, employees, contractors, and representatives from any claims, damages, liabilities, losses, expenses, or costs arising from:

- Your violation of these Terms;
 - Your misuse of the Website;
 - Your violation of another party's rights;
 - Your unlawful conduct.
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22. DMCA COPYRIGHT POLICY

Tishri Records Inc. respects intellectual property rights.

If you believe that content appearing on JohnDavisJade.com infringes your copyright, you may submit a written copyright notice to:

Email: tishrimail@tishri.net

A valid DMCA notice should include:

- Identification of the copyrighted work;
- Identification of the allegedly infringing material;
- Your contact information;
- A statement of good faith belief;
- A statement under penalty of perjury that the information is accurate;
- Your physical or electronic signature.

The Company reserves the right to remove content when appropriate and permitted under applicable law.

23. DISPUTE RESOLUTION AND BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY.

Any dispute, claim, or controversy arising from or relating to:

- These Terms;
- Use of the Website;
- Products purchased;
- Services provided;

shall first be attempted to be resolved through good-faith communication.

If the dispute cannot be resolved informally, the parties agree that the dispute shall be resolved exclusively through **binding arbitration** rather than through a court proceeding, except where prohibited by law.

The arbitration shall be conducted under applicable arbitration rules.

The arbitrator's decision shall be final and binding.

You and the Company waive the right to participate in class actions or class-wide arbitration to the fullest extent permitted by law.

24. GOVERNING LAW

These Terms & Conditions and any dispute arising from or relating to your use of JohnDavisJade.com, purchases made through the Website, or any services provided by Tishri Records Inc. shall be governed by and interpreted according to the laws of the **State of Arizona**, without regard to conflict-of-law principles.

To the extent any court proceeding is permitted under these Terms, any such proceeding shall be brought in the appropriate courts located within Arizona, unless otherwise required by applicable law.

25. FORCE MAJEURE

Tishri Records Inc. shall not be responsible or liable for any failure, delay, interruption, or inability to perform obligations caused by circumstances beyond its reasonable control, including but not limited to:

- Natural disasters;
- Severe weather;
- Fire;
- Flood;
- Earthquake;
- Pandemic or public health emergency;
- Government actions;
- War;
- Terrorism;
- Labor disputes;
- Internet outages;
- Hosting failures;
- Shipping carrier delays;
- Manufacturing delays;
- Supply chain disruptions;
- Acts or failures of third-party providers.

If such an event occurs, the Company's obligations shall be suspended for the duration of the event.

26. SEVERABILITY

If any provision of these Terms is found to be unlawful, invalid, or unenforceable, that provision shall be modified or removed only to the minimum extent necessary.

The remaining provisions shall continue in full force and effect.

The invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions.

27. WAIVER

The failure of Tishri Records Inc. to enforce any provision of these Terms shall not be considered a waiver of that provision or the right to enforce it in the future.

Any waiver must be made in writing by an authorized representative of the Company.

28. ASSIGNMENT

You may not assign, transfer, or delegate your rights or obligations under these Terms without prior written permission from the Company.

Tishri Records Inc. may assign or transfer these Terms, including in connection with:

- A merger;
 - Acquisition;
 - Corporate restructuring;
 - Sale of assets;
 - Transfer of business operations.
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29. ENTIRE AGREEMENT

These Terms, together with the following Website policies, constitute the complete agreement between you and Tishri Records Inc. regarding your use of JohnDavisJade.com:

- Privacy Policy;
- Cookie Policy;
- Return & Refund Policy;
- Shipping Policy;
- DMCA Copyright Policy;
- Accessibility Statement;
- Any additional terms presented at the time of purchase.

These documents replace any prior agreements, communications, or understandings relating to the Website.

30. CHANGES TO THESE TERMS

The Company reserves the right to update or modify these Terms at any time.

Changes may be made to reflect:

- Business changes;
- Legal requirements;
- Website updates;
- New products or services;
- Improved customer protections.

The updated Terms will be posted on the Website with a revised effective date.

Your continued use of the Website after changes are posted means you accept the updated Terms.

31. CONTACT INFORMATION

If you have questions regarding these Terms & Conditions, Website policies, purchases, or services, please contact:

Tishri Records Inc.

On behalf of John Davis Jade

Email:

tishrimail@tishri.net

32. ACKNOWLEDGMENT AND ACCEPTANCE

By accessing JohnDavisJade.com, streaming music, purchasing digital downloads, purchasing merchandise, or using any services provided through the Website, you acknowledge that:

- You have read these Terms;
- You understand these Terms;
- You agree to be legally bound by these Terms;
- You agree to comply with all applicable laws and regulations.

Thank you for visiting JohnDavisJade.com and supporting the music of John Davis Jade.

END OF TERMS & CONDITIONS